

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

9-3171336

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TELEX  
RCA 233663  
WUD 125547  
WUI 620976

DEC 13 1979  
Date  
Fee \$ 20.00

ICC Washington, D. C.

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RECORDATION NO. 10560-13  
File 1425

DEC 13 1979 - 2 45 PM

INTERSTATE COMMERCE COMMISSION

10560

10084

December 13, 1979

## Indiana Farm Bureau Cooperative Association, Inc. Lease Financing Dated as of March 15, 1979

Dear Mr. Homme:

Pursuant to 49 U.S.C. § 11303(a), I enclose herewith on behalf of the Indiana Farm Bureau Cooperative Association, Inc., for filing and recordation counterparts of the following documents:

(1) Amendment Agreement dated as of October 15, 1979, between the Connecticut Bank & Trust Company, as Trustee, and Indiana Farm Bureau Cooperative Association, Inc., as Lessee, amending the Equipment Lease dated as of March 15, 1979, between Connecticut Bank and Indiana Farm, filed with the Interstate Commerce Commission on June 29, 1979, bearing recordation number 10560;

(2) Amendment Agreement dated as of October 15, 1979, between the Connecticut Bank and Trust Company, as Owner Trustee, and First Security Bank of Utah, N.A., as Trustee, amending the Supplemental Indenture dated

*Miss Lee  
they do not  
know what the  
mortgage  
may be*

*Countersigned  
Kurt H. H. H.*

as of March 15, 1979, between Connecticut Bank and First Security, filed with the Interstate Commerce Commission on June 29, 1979, bearing recordation number 10084-D.

The names and addresses of the parties to the aforementioned Agreements are as follows:

Owner Trustee:

The Connecticut Bank and Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115

Trustee:

First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Lessee:

Indiana Farm Bureau Cooperative Association, Inc.  
120 East Market Street  
Indianapolis, Indiana 46204

Please file the amendments to the Equipment Lease and Supplemental Indenture under recordation numbers 10560 and 10084-D, respectively.

Enclosed is our check for \$20 for the required recordation fee. Please accept one counterpart of each of the enclosed amendments for your files, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,



George S. Balis  
as Agent for Indiana Farm  
Bureau Cooperative  
Association, Inc.

Mr. H. G. Homme, Jr.,  
Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.  
20N

Interstate Commerce Commission  
Washington, D.C. 20423

12/13/79

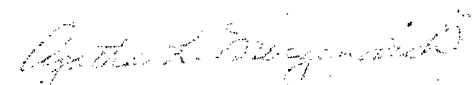
OFFICE OF THE SECRETARY

George S. Balis  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/13/79 at 2:45pm, and assigned re-recording number(s). 10084-F & 10560-B

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. *10084 F* Filed 1425

DEC 13 1979 -2 45 PM

AMENDMENT AGREEMENT dated <sup>INTERSTATE</sup> ~~as of~~ COMMERCE COMMISSION  
October 15, 1979, between THE CONNECTICUT  
BANK AND TRUST COMPANY, not in its individual  
capacity, but solely as trustee (the "Bank")  
under a Master Trust Agreement dated as of  
November 2, 1978, between it and Itel  
Corporation, Equipment Finance Division,  
and FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity, but solely  
as trustee ("First Security") under a Trust  
Indenture dated as of November 2, 1978,  
between it and the Bank.

WHEREAS, the Bank and First Security are parties  
to a Supplemental Indenture dated as of March 15, 1979  
(the "Indenture"), and such parties desire to amend the  
Indenture as hereinafter provided;

NOW, THEREFORE, in consideration of the premises  
and of other good and valuable consideration, receipt of  
which is hereby acknowledged, the parties hereto agree as  
follows:

1. The clause opposite the caption "Interest Pay-  
ment Dates" set forth on page 2 of Exhibit A to the Indenture  
shall be amended to read as follows: "December 15, 1979 and  
the 15th day of each succeeding month during the term of the

Note (unless any such day is not a Business Day, in which case it shall be the next succeeding Business Day)".

2. The clause opposite the caption "Principal Payment Dates" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "January 15, 1980 and the 15th day of each succeeding month during the term of the Note (unless any such day is not a Business Day, in which case it shall be the next succeeding Business Day)".

3. The date opposite the caption "Long-Term Debt Rate Commencement Date" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "December 15, 1979".

4. The date opposite the caption "First Interest Payment Date" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "December 15, 1979".

5. The date opposite the caption "First Principal Payment Date" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "January 15, 1980".

6. The date opposite the caption "Last Principal Payment Date" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "October 15, 1996".

7. The dates under the caption "Modifications of Provisions of Supplemental Indenture and Indenture" set forth on page 3 of Exhibit A to the Supplemental Indenture under the heading "Principal Payment" shall be amended to read as follows: "1/15/80 through and including 10/15/96".

8. Except as amended hereby, the Indenture shall remain in full force and effect.

9. This Amendment Agreement shall be executed in any number of counterparts, all of which shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of November 2, 1978, between it and Itel Corporation, Equipment Finance Division,

by 

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Trust Indenture dated as of November 2, 1978, between it and the Bank,

by \_\_\_\_\_

STATE OF CONNECTICUT, )

) ss.: *Hartford*

COUNTY OF HARTFORD, )

On this *14th* day of *Nov.* 1979, before me personally appeared **DONALD E. SMITH**, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*[Signature]*  
Notary Public

My Commission expires *3-31-81*

[Notarial Seal]

STATE OF UTAH, )

) ss.:

COUNTY OF SALT LAKE, )

On the \_\_\_\_\_ day of \_\_\_\_\_ 1979, before me personally appeared \_\_\_\_\_, who, being by me duly sworn, did say that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that the foregoing instrument was signed on behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

[Notarial Seal]

AMENDMENT AGREEMENT dated as of October 15, 1979, between THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as trustee (the "Bank") under a Master Trust Agreement dated as of November 2, 1978, between it and Itel Corporation, Equipment Finance Division, and FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee ("First Security") under a Trust Indenture dated as of November 2, 1978, between it and the Bank.

WHEREAS, the Bank and First Security are parties to a Supplemental Indenture dated as of March 15, 1979 (the "Indenture"), and such parties desire to amend the Indenture as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The clause opposite the caption "Interest Payment Dates" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "December 15, 1979 and the 15th day of each succeeding month during the term of the



Note (unless any such day is not a Business Day, in which case it shall be the next succeeding Business Day)".

2. The clause opposite the caption "Principal Payment Dates" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "January 15, 1980 and the 15th day of each succeeding month during the term of the Note (unless any such day is not a Business Day, in which case it shall be the next succeeding Business Day)".

3. The date opposite the caption "Long-Term Debt Rate Commencement Date" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "December 15, 1979".

4. The date opposite the caption "First Interest Payment Date" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "December 15, 1979".

5. The date opposite the caption "First Principal Payment Date" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "January 15, 1980".

6. The date opposite the caption "Last Principal Payment Date" set forth on page 2 of Exhibit A to the Indenture shall be amended to read as follows: "October 15, 1996".

7. The dates under the caption "Modifications of Provisions of Supplemental Indenture and Indenture" set forth on page 3 of Exhibit A to the Supplemental Indenture under the heading "Principal Payment" shall be amended to read as follows: "1/15/80 through and including 10/15/96".

8. Except as amended hereby, the Indenture shall remain in full force and effect.

9. This Amendment Agreement shall be executed in any number of counterparts, all of which shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of November 2, 1978, between it and Itel Corporation, Equipment Finance Division,

by

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FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Trust Indenture dated as of November 2, 1978, between it and the Bank,

by



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STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD, )

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

My Commission expires

[Notarial Seal]

STATE OF UTAH, )
) ss.:
COUNTY OF SALT LAKE, )

On the 14th day of November 1979, before me personally appeared JOHN R. SAGER , who, being by me duly sworn, did say that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that the foregoing instrument was signed on behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

My Commission expires

9-7-82

[Notarial Seal]